

## SET FREE CREDIT REPAIR-CREDIT REPAIR SERVICE

This Agreement ("Agreement") is entered into by and between **SET FREE CREDIT REPAIR** a California Entity (the "Company"), of the above address, and (the "Client"), regarding an agreement to provide Credit Correction services and Client's agreement to pay for such.

**1.0 Services to be Performed and Fees.** The company will provide the following services (the "Services") to and for the benefit of the Client, and Client authorizes Company to provide such Services and act on Client's behalf.

1. Analysis and review of Client file status.
2. Receiving and processing manual updates.
3. Update Client secure interactive web portal site with most recent updates and/or notes.
4. Respond to, receive, and/or initiating correspondence via telephone.
5. Respond to, receive, and/or initiating correspondence via e-mail.
6. Respond to, receive, and/or initiating correspondence via facsimile.
7. Respond to, receive, and/or initiating correspondence via physical mail (ie: USPS, FEDEX, UPS, etc.).
8. Create strategic plan to assist Clients in meeting their goals.
9. Company will create letters in the attempt to correct errors and other items appearing on the Client's credit reports which the Client indicates are inaccurate, incomplete, outdated, or unverified as per the Fair Credit Reporting Act.
10. This includes preparation and transmittal of challenge letters and correspondence to both creditors and credit bureaus to verify and/or dispute items appearing on the Client's credit reports as listed above.
11. Review and analysis of response letters and all correspondence received from credit bureaus, creditors, and others.
12. Follow up calls to discuss Client's case status and strategy.
13. Review Client's credit report updates to determine next step.
14. Assist with credit questions.
15. Provide ongoing credit education and consulting to help maintain ongoing healthy credit. Company shall also post credit education materials to the Client's private web portal site periodically for Client review.
16. Provide ongoing budget advice and counseling.
17. Once paid in full services are rendered up to 6 months with no additional fees, unless new accounts appear that were not shown at the time the credit repair process began.

Price of service is determined on an individual basis after the assessment of the initial credit report. Deletions can be confirmed through; dispute results sent to client via mail from credit reporting agencies, and correction or deletions as viewed through a third party credit monitoring service, deletion letters received from original creditors, and third party agencies. NO fees are associated with the above noted items included as part of the services offered. By law, Set Free Credit Repair cannot guarantee any specific outcome for services provided, and we cannot guarantee that disputed items will be repaired or deleted. However, we will make every effort to assure that you will be more than satisfied with our service, and the restoration of your credit file. We have been in the credit business for over six years, and have never had to facilitate a refund to any of our clients because we work diligently to rehabilitate your credit, and aim to maximize your results.

## 2.0 Client Responsibilities, Obligations, and Agreement.

Working as a team will play an integral role of both the ultimate success and the final outcome of our efforts. The following is MANDATORY (please initial next to each item):

- A. \_\_\_\_ Client will return, along with signed Agreement, a copy of their driver's license, social security card, and a recent utility bill showing the correct address (phone bill, gas bill, electric bill, etc.).
- B. \_\_\_\_ Client agrees to sign a **Client Application and Authorization** (Exhibit B) as well as **Limited Power of Attorney** (Exhibit E) granting company specific right to contact, represent, sign for, and send correspondence produced by company on Client's behalf.
- C. \_\_\_\_ Client agrees to forward any and all mail correspondence received from creditors, credit bureaus, collection companies, attorneys, etc. regarding their credit file to Firm as soon as they receive it the same day. This may be done by fax, mail, or email.
- D. \_\_\_\_ Client must maintain an active credit monitoring account, and share login details of account with company. (Optional)
- E. \_\_\_\_ Client hereby acknowledges that the deletion or correction of any item as displayed through third party credit monitoring service shall be one form of proof of deletion or correction.
- F. \_\_\_\_ Client agrees to provide (initially and ongoing) credit reports to company with scores from all three credit bureaus (Equifax, Experian and Trans Union) and understands that Company cannot proceed until initial credit reports are received.
- G. \_\_\_\_ Client Agrees to payment terms and conditions set forth in Fee Agreement (Exhibit A) regarding billing procedures and further agrees to maintain prompt payment of any Fees due Company.
- H. \_\_\_\_ Client agrees to maintain on-time monthly payments of their current credit obligations (i.e. - car loan, utility bills, mortgage payments, credit cards, etc.). Failure to maintain those payments will result in severe damage to any progress and improvements made to Client's credit by Company.
- I. \_\_\_\_ Client agrees to contact Company with any questions regarding their credit including credit inquiries or questions regarding applying for consumer credit.
- J. \_\_\_\_ If Client was referred to Company by a referral partner, Client hereby expressly consents to sharing data concerning the progress of the credit restoration process with the identified referral partner. Client acknowledges <> as the referral partner.
- K. \_\_\_\_ Client understands credit repair and restoration is not a quick fix, no promises of results or time frame for completion have been extended by law; however results have been proven in all areas for Set Free Credit Repair Clients nationally on the continuous basis.
- L. \_\_\_\_ Client understands to achieve desired outcome, completion of services can range from 30 to 90 days from start date of Agreement.
- M. \_\_\_\_ This agreement is a month to month agreement, either party may cancel this agreement with a 30 day notice. Cancellation of contract does not relieve client of any obligation incurred by contract. Either party may cancel this at any time with written notice. Notice shall not be considered received unless confirmation of receipt has been received by all parties.

### **3.0 Other Terms and Disclosures.**

1. Company makes no guarantees other than any guarantees expressly written within this Agreement. No oral agreement or other agreement shall override this agreement unless received in writing from an authorized Company officer.
2. The Fee Agreement (Exhibit A) is the payment plan accepted by Client and incorporated herein for all purposes.
3. In the event of non-payment of Fees and/or Expenses, and/or upon discharge or withdrawal, the Company may bring an action against Client to collect any unpaid Fees and expenses.
4. Client and the company hereby agree that any and all disputes arising pursuant to any of the terms of this Agreement or which relate in any manner whatsoever to the Services provided by the Company to Client which cannot be resolved in a reasonable time by discussion between the Company and Client shall be submitted to binding arbitration, before the American Arbitration Association pursuant to its then existing rules. The parties further agree that such arbitration shall take place in **<Long Beach, CA>** and shall be governed by **<California>** law, with principals of conflicts of law notwithstanding. Client and the Company also specifically agree that the prevailing party in such arbitration and/or any related court proceeding shall be awarded its reasonable costs and attorneys' fees incurred in connection with the dispute.
5. This Agreement shall be governed by and construed according to the laws of the State of California.
6. Client understands that the addition of new derogatory information will negatively impact the results of Company's service. Client also understands that Company will remove erroneous, outdated, or incorrectly reported information from the bureaus, as allowed by state and federal law, and understands that Company makes no claim beyond those changes allowed by state and federal law. This includes, but may not be limited to, inquiries, addresses, aliases, creditor accounts, and personal information.
7. Client understands that no guarantee of any particular score is made through this Agreement.
8. Client must maintain an active credit monitoring account, and share login details of account with company. (Optional at <http://www.privacyguard.com> r <http://www.CreditKarma.com>)
9. Client understands that it is their right to execute similar disputes on their own behalf, but has willfully elected to allow Company to perform the Services for the disclosed Fees.
10. Client acknowledges they have received a copy of company's privacy policy, and copy of required disclosures prior to signing this contract.
11. Company has the option of fulfilling or outsourcing any of the Services through a credit services processor or affiliate to best serve you. In addition, members of the Company will be communicating with the appropriate parties on Client's behalf.
12. This Agreement can be cancelled free of penalty for three business days after it has been signed.

**You may cancel this contract without penalty or obligation at any time before midnight of the 3rd business day after the date on which you signed the contract.**

BY SIGNING BELOW, CLIENT ACKNOWLEDGES THEY HAVE REVIEWED, UNDERSTAND, AND AGREE TO THE TERMS SET FORTH IN THIS AGREEMENT. FURTHER, CLIENT ATTESTS THAT A COPY OF THIS ENTIRE AGREEMENT, INCLUDING EXHIBITS AND DISCLOSURES, HAS BEEN GIVEN TO CLIENT. Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By \_\_\_\_\_

By \_\_\_\_\_

# SET FREE CREDIT REPAIR

## POWER OF ATTORNEY

I. PRINCIPAL AND ATTORNEY-IN-FACT I hereby appoint the following person to serve as my attorney-in-fact, to act for me in any lawful way with respect to the subjects indicated below.

Name: Address:

Set Free Credit Repair  
4401 Atlantic Avenue Suite 200  
Long Beach, CA 90807  
P (562) 646-6185 F (888)745-5220

### II. EFFECTIVE TIME

This Power of Attorney shall become effective immediately and shall continue to be effective for one year or until I give written notice of cancellation to the address listed above.

### III. POWERS OF ATTORNEY-IN-FACT

My attorney-in-fact shall have the power to act in my name, place and stead in any way which I myself could do with respect to the following matters to the extent permitted by law: The power to: Act on my behalf in negotiating payment terms with my creditors and also the power to submit letters on my behalf to all credit bureaus and receive documents that relate to my credit and credit history; that shall include credit reports, prior dealings with creditors and settlement offerings made by creditor.

My attorney-in-fact is empowered to take all further action, including the payment of expenditures and the preparation and execution of all documents, as the attorney-in-fact deems necessary or appropriate in order to fully effectuate these matters. IN WITNESS WHEREOF, the undersigned has executed this Power of Attorney on the date set forth below.

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Client

\_\_\_\_\_  
Client Print Name